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April 30, 2002

Kathleen L. Greenan
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. Suite 300
Washington, D.C. 20007

Re: Requested Adoption Under the FCC Merger Conditions

Dear Ms. Greenan:

Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine ("Verizon"), has received your letter stating that, pursuant to paragraph 31 of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Granite Telecommunications, LLC ("Granite") wishes to provide services to customers in Verizon's service territory in the State of Maine by adopting the voluntarily negotiated terms of the Interconnection Agreement between Business Telecom, Inc. ("BTI") and Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. ("Verizon Maryland") that was approved by the Maryland Public Service Commission as an effective agreement in the State of Maryland, as such agreement exists on the date hereof after giving effect to operation of law (the "Verizon Maryland Terms").

I understand that Granite has a copy of the Verizon Maryland Terms which, in any case, are attached hereto as Appendix 1. Please note the following with respect to Granite's adoption of the Verizon Maryland Terms.

1. By Granite's countersignature on this letter, Granite hereby represents and agrees to the following three points:
 - (A) Granite agrees to be bound by and adopts in the service territory of Verizon, the Verizon Maryland Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon

Maryland Terms, agrees that Granite shall be substituted in place of Business Telecom, Inc. and BTI in the Verizon Maryland Terms wherever appropriate.

- (B) Notice to Granite and Verizon as may be required or permitted under the Verizon Maryland Terms shall be provided as follows:

To Granite:

Attention: Geoff Cookman
1235 Furnace Brook Parkway
Quincy, Massachusetts 02169
Telephone Number: 617-847-0934
Facsimile Number: 617-847-6996
Internet Address: rcurri@aol.com

with a copy to:

Kathleen L. Greenan
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. Suite 300
Washington, D.C. 20007
Telephone Number: 202-945-6922
Facsimile Number: 202-424-7645
Internet Address: klgreenan@swidlaw.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703/351-3664

- (C) Granite represents and warrants that it is a certified provider of local telecommunications service in the State of Maine, and that its adoption of the Verizon Maryland Terms will only cover services in the service territory of Verizon in the State of Maine.
2. Granite's adoption of the Verizon Maryland Terms shall become effective on May 7, 2002. Verizon shall file this adoption letter with the Maine Public Utilities Commission ("Commission") promptly upon receipt of an original of this letter, countersigned by an authorized officer of Granite. The term and termination provisions of the BTI/Verizon Maryland agreement shall govern Granite's adoption of the Verizon Maryland Terms. Granite's adoption of the Verizon Maryland Terms is currently scheduled to expire on July 10, 2003.
 3. As the Verizon Maryland Terms are being adopted by Granite pursuant to the Merger Conditions, Verizon does not provide the Verizon Maryland Terms to Granite as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon Maryland Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon Maryland Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon Maryland Terms, or to seek review of any provisions included in these Verizon Maryland Terms as a result of Granite's election pursuant to the Merger Conditions.
 4. For avoidance of doubt, please note that adoption of the Verizon Maryland Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Remand Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, compensation for Internet traffic – if any – is governed by the terms of the *FCC Remand Order*, not pursuant to adoption of the Verizon Maryland Terms.² Moreover, in light of the *FCC Remand Order*, even if the Verizon Maryland Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Remand*

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44.

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Remand Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Resources, Industry Letters, CLEC).

³ See, e.g., 47 C.F.R. Section 51.809(c). These rules implementing section 252(i) of the Act apply to interstate adoptions under the Merger Conditions as well. See, e.g., Merger Conditions ¶ 32 (such

Order made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet Traffic.⁴

5. Granite's adoption of the Verizon Maryland Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252 and provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). Verizon, however, does not oppose Granite's adoption of the Verizon Maryland Terms at this time, subject to the following reservations and exclusions:
 - (A) Verizon's standard pricing schedule for interconnection agreements in Maine (as such schedule may be amended from time to time) (attached as Appendix 2 hereto), which includes (without limitation) rates for reciprocal compensation, shall apply to Granite's adoption of the Verizon Maryland Terms. Granite should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon Maryland Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.
 - (B) Granite's adoption of the Verizon Maryland Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements of the State of Maine and with applicable collective bargaining agreements.
 - (C) On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in Iowa Utilities Board. The Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Verizon Maryland Terms may be void or unenforceable as a result of the Supreme Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals'

adoptions shall be made available "under the same rules that would apply to a request under 47 U.S.C. Section 252(i)").

⁴ *FCC Remand Order* ¶ 82.

decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the Supreme Court of the United States regarding the FCC's UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon Maryland Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon Maryland Terms.

- (D) Terms, conditions and prices contained in tariffs cited in the Verizon Maryland Terms shall not be considered negotiated and are excluded from Granite's adoption.
 - (E) Granite's adoption does not include any terms that were arbitrated in the Verizon Maryland Terms.
6. Verizon reserves the right to deny Granite's adoption and/or application of the Verizon Maryland Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon Maryland Terms to Granite are greater than the costs of providing them to BTI;
 - (B) if the provision of the Verizon Maryland Terms to Granite is not technically feasible;
 - (C) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.
7. Should Granite attempt to apply the Verizon Maryland Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

In the event that a voluntary or involuntary petition has been or is in the future filed against Granite under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Granite's adoption of the Verizon Maryland Terms shall in no way impair such rights of Verizon; and (ii) all rights of Granite resulting from Granite's adoption of the Verizon Maryland Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

Please arrange for a duly authorized representative of Granite to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON NEW ENGLAND INC., d/b/a VERIZON MAINE

Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, and C of paragraph 1:

GRANITE TELECOMMUNICATIONS, LLC

By _____

Title _____

Attachment

c: Stephen Hughes - Verizon (w/out attachments)